

FATHERS AND FAMILIES GRANT AGREEMENT

NUMBER:

This Agreement, entered into by and between Indiana Department of Child Services, Child Support Bureau (hereinafter referred to as “State”) and _____ (hereinafter referred to as “Grantee”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose

The purpose of this agreement is to provide funding to Grantee to develop, implement, and support “Indiana Fathers & Families” projects to expand appropriate and effective fatherhood involvement in their children’s lives. Funding for this agreement is provided by the Administration for Children and Families through Grants for Access and Visitation Programs pursuant to 42 U.S.C. § 669b.

2. Duties of Grantee

The Grantee shall provide the following services relative to this Agreement:

A. Grantee agrees to comply with the Indiana Fathers & Families Request for Funding Application 2006-2007 (RFA), and all statements, assurances, and provisions set forth in any proposal, program narrative, plan, budget, or other document submitted by Grantee and approved by State for the purpose of obtaining funding through this agreement including, but not limited to, Grantee's response to the RFA submitted to State, and the assurances contained therein, and herein incorporated by reference.

B. In conducting activities pursuant to this agreement, Grantee specifically agrees and certifies that it will comply with applicable provisions of 42 USC §669b, Grants For Access and Visitation programs, and any other statutes or regulations identified in the statute and regulations, including, but not limited to, 45 C.F.R. Parts 92, 95, and 74, and all other applicable federal, state and local laws, rules, regulations, administrative procedures, guides, manuals, program rules, regulations, and definitions, and any amendments thereto, in performing its obligations under this agreement. Grantee specifically acknowledges that it must comply with all applicable federal, state, and local laws, rules, and regulations pertaining to wages, hours, and conditions of employment, and all health and safety standards.

C. In making any procurement or entering into any contract that requires the expenditure of funds provided pursuant to this agreement, Grantee shall adhere to provisions of applicable federal regulations, Office of Management and Budget Circulars A-110 or “The Common Rule”, and state policies regarding procurement.

D. Grantee agrees to comply with the reporting requirements specified by State. State reserves the right to revise the content, frequency, or format specifications of the required reports as may be deemed necessary by State or HHS during the term of the agreement. Grantee shall be responsible for assuring the accuracy and completeness of all reports, as well as timely submission of all required reports.

E. Grantee shall provide services that have one or more of the following measurable outcome(s) for non-custodial and /or putative fathers:

1. Increase fathers' involvement with their children;
2. Increase fathers' parenting skills;
3. Improve co-parenting relationships;
4. Increase paternity establishment; and
5. Increase child support collections.

In addition to one or more of the above outcomes, Grantee may also provide services to obtain one or more of the following secondary goals: increase high school graduation or General Education Diploma (GED) attainment, decrease out-of-wedlock pregnancies and improve fathers work maturity skills.

Since all children need financial support from their parents, each individual participant case file of Grantee using services funded by this grant must document how child support payments have increased as a result of Grantee's involvement with the family. This requirement exists whether or not Grantee chose increased support collections as a payment point for its program

The specific outcomes that Grantee shall provide are identified on "Attachment A" and in Grantee's responses to the RFA submitted to the state.

F. Grantee shall require any properly selected subcontractor to comply with the provisions set forth in this agreement. Further, Grantee shall remain responsible to State for the performance of any subcontractor and shall monitor the performance of any subcontractor. Grantee agrees to enter into written agreements with all subcontractors and to provide copies of all subcontracting agreements to State upon request. Grantee further agrees to notify State of a breach of these provisions by a subcontractor and to discontinue any agreement with the specified subcontractor in the event of such a breach.

3. Term

This Grant shall be effective for a period of twelve months. It shall commence on July 1, 2006 and shall remain in effect through June 30, 2007.

4. Administration of Funds

A Grantee shall be reimbursed by State at the unit rate set for each service performed by Grantee in conducting activities pursuant to this contract and the financial summary included herewith as "ATTACHMENT A," for the fiscal year period specified on "ATTACHMENT A." State shall not reimburse Grantee for a per-unit rate that exceeds the unit rates identified on "ATTACHMENT A." Grantee may be reimbursed for activities

conducted through this Grant in an amount not to exceed the "TOTAL DOLLAR AMOUNT" specified on "ATTACHMENT A," subject to the Program Income and Excess Income over Expenses provisions set out in section 42.

- B. Grantee shall submit claims at least monthly for reimbursement of unit rates for services performed by Grantee. The unit rates which may be claimed for specific services are identified on "ATTACHMENT A." Claims shall be submitted pursuant to claim preparation instructions issued by State. Grantee shall not submit claims for unit rates before the services have been performed.
- C. State may withhold payment to Grantee if a claim submitted by Grantee is inaccurate or if Grantee has not complied with the claim preparation instructions issued by State. State will notify Grantee of any error in the claims submitted so that Grantee may make the corrections or revisions necessary for payment.
- D. The parties agree that State's payment through this Grant is subject to and conditioned upon the availability of funds. If funds are reduced during the term of this Grant, State is under no obligation to make payment hereunder, except to the extent those funds are available.
- E. Grantee shall maintain financial and accounting records which identify rates attributable to each account and service component specified on "ATTACHMENT A." Grantee shall further maintain annual, written, direct cost methodologies, approved by State, which identify procedures for attributing costs to each account and service component. More restrictive fiscal accountability may be required of Grantee by State should State determine that Grantee is financially unstable, has a history of poor accountability, or has a management system which does not meet the standards required by the State of Indiana or the United States Government.
- F. No claims may be incurred against this Grant by Grantee before or after the effective period previously specified. Unless otherwise specified in Grantee's approved Request for Application, or as specified by State, claims must be submitted to State within sixty (60) calendar days after the date services are provided and all final claims and reports must be submitted to State within sixty (60) calendar days after the expiration of the fiscal year period specified on "ATTACHMENT A," or termination of this Grant, or State shall deny payment.
- G. Unless otherwise agreed to by State, Grantee shall liquidate all outstanding obligations properly incurred during the term of this Grant no later than sixty (60) calendar days after the expiration or termination of this Grant.
- H. Grantee shall, upon written demand by State, be required to repay State all sums paid by State to Grantee for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit or review of Grantee results in an audit exception or cost disallowance, State shall have the right to set off such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount.

5. Access to Records

The Grantee and its subgrantees, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to services performed under this Grant. They shall make such materials available at their respective offices at all reasonable times during this Grant term, and for three (3) years from the date of final payment under this Grant, for inspection by the State or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the State if requested.

6. Assignment

The Grantee shall not assign or subcontract the whole or any part of this Grant without the State's prior written consent. The Grantee may assign its right to receive payments to such third parties as the Grantee may desire without the prior written consent of the State, provided that Grantee gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Grant and shall not be made to more than one party.

7. Audits, Records, Reports and Inspections

A. Grantee acknowledges that it may be required to submit to an audit of funds paid through this Grant. Any such audit shall be conducted in accordance with IC 5-11-1, and audit guidelines specified by the State.

B. Following the expiration or termination of this Grant, Grantee may be required to secure an audit of funds provided by State pursuant to this Grant. Any such audit shall be conducted by an independent public or certified public accountant in accordance with generally accepted auditing standards, and be limited in scope as set forth by the State. State may request a limited scope audit to determine whether Grantee has complied in all material aspects with the requirements of applicable laws, regulations, contracts, and grants. These audits may be used to test allowable costs, allowable activities, eligibility, matching, level of effort, and reporting under this Grant. Grantee shall be responsible for the costs on these audits. Any such audit shall be in accordance with IC 5-11-1 and audit guidelines specified by the State.

C. State and the Indiana State Board of Accounts reserve the right to approve any auditor to be employed by Grantee to conduct the audit specified in Paragraph 7 B. Further, if applicable, Grantee shall require its subgrantees to secure audits in accordance with Paragraph 7 B, and to timely file all reports required by the State Board of Accounts.

D. Grantee shall maintain those books, records, and documents, including, but not limited to, payroll records, banking records, accounting records, and purchase orders, which are sufficient to document Grantee's financial activities and Grantee's claims for reimbursement under this Agreement. Further, Grantee shall establish, maintain, and provide to State such other statistical reports and program reports as are required by the laws, regulations, and policies of the State of Indiana or the United States Government.

E. The parties agree that prompt compliance by Grantee with a request by State to submit program and financial documentation is critical to this Grant and that a failure of Grantee to comply with any such request could result in immediate suspension of payments hereunder or termination of this Grant by State.

F. Grantee shall maintain all records relative hereto during the effective period of this Grant and for a period of three (3) years from the date Grantee submits to State its final financial status report pursuant to this Grant, or one (1) year from the resolution of any outstanding administrative, program or fiscal audit question, or legal action, whichever is later. The retention period for records relating to any equipment authorized to be purchased through this Grant begins on the date of the disposition, replacement, or transfer of such equipment.

G. Grantee shall not dispose of, replace, or transfer any equipment authorized to be purchased with funding obtained through this Grant without the express written approval of State.

H. The parties agree that State and the United States Government shall have the right to enter the premises of Grantee or any subgrantee of Grantee and inspect or audit any records and property maintained by Grantee or its subgrantees in connection with this Grant. Grantee and its subgrantees shall make all books, records, and documents that relate to their activities under this Grant available for inspection, review, and audit when requested by authorized representatives of the State of Indiana or the United States Government.

I. Grantee shall ensure the cooperation of its employees, officers, board members, and subgrantees in any review, audit, or inspection conducted by authorized representatives of the State of Indiana or the United States Government.

J. Grantee agrees that State has the right to make recommendations and findings in connection with any program or fiscal audit of Grantee's operations related to this Grant, and Grantee agrees to comply with any corrective actions specified by State, within the time limits established by State.

K. Following any State monitoring visit to Grantee, State will provide a written report to Grantee. State's report may contain observations, evaluations, suggestions and/or specific directions for corrective action by Grantee. In the event that specific corrective action is required, Grantee will have forty-five (45) days from the receipt of the directions to comply, unless a different time period for correction is specified by State. A failure of Grantee to comply with State's specific directions will be treated as a breach of this Grant. In the case of a dispute, State and Grantee will meet at the earliest convenience to resolve the issue in question.

L. Grantee shall, on an annual basis, compile a schedule of all inventory, capital equipment, and any unusable property in Grantee's possession purchased with federal or state funds through this Grant. This schedule shall be provided to State upon request. The schedule shall include:

1. A brief description of the property;
2. A serial number or other identification number of the property;
3. The source of the property;

4. The name of the entity in which title to the property is vested;
5. The acquisition date and cost of the property;
6. The percentage of federal and/or state participation in the cost of the property;
7. The location, use, and condition of the property; and
8. Any ultimate disposition data including the date of disposal and sale price upon disposition.

8. Authority to Bind Grantee

Notwithstanding anything in this Agreement to the contrary, the signatory for the Grantee represents that he/she has been duly authorized to execute contracts and Grant Agreements on behalf of the Grantee and has obtained all necessary or applicable approvals from the home office of the Grantee to make this Grant fully binding upon the Grantee when his/her signature is affixed, and this Grant is not subject to further acceptance by Grantee when accepted by the State of Indiana.

9. Buy American Act

Grantee acknowledges the intent of the Congress of the United States that only American-made equipment and products should be purchased with funds provided through this Grant. Therefore, in expending the funds provided hereunder, Grantee agrees to comply with 41 U.S.C. §§ 10a-10d, known as the "Buy American Act."

10. Changes in Work

In the event the State requires a major change in the scope, character or complexity of the work after the work has begun, adjustments in compensation to the Grantee shall be determined by the State in the exercise of its good faith and prudent judgment. The Grantee shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

11. Children's Health Insurance Program

In conjunction with the services provided by Grantee pursuant to this Agreement, Grantee hereby agrees to provide information supplied by State to families served by Grantee regarding Hoosier Healthwise, Indiana's Children's Health Insurance Program (CHIP), established under IC § 12-17.6-1-1 et seq. Further, if families served by Grantee specify health care for their children as a need, Grantee agrees to refer the family to Hoosier Healthwise Helpline, 1 (800) 889-9949.

12. Compliance with Laws

a. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the State and the Contractor to determine whether the provisions of the contract require formal modification.

b. The contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the contractor may be subject to penalties under Indiana Code § 4-2-6-12.

c. The Contractor certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

d. The Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Agreement.

e. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

f. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

g. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so is a material breach of the contract and grounds for immediate termination of the Agreement and denial of further work with the State.

h. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

i. Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Contractor from contracting with the State in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

j. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

13. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition

The Grantee agrees that all information, data, findings, recommendations, proposals, etc. by whatever name described and in whatever form secured, developed, written or produced by the Grantee in furtherance of this Grant shall be the property of the State. The Grantee shall take such action as is necessary under law to preserve such confidentiality and property rights in and of the State while such property is within the control and/or custody of the Grantee. The Grantee hereby specifically waives and/or releases to the State any cognizable property right of the Grantee to copyright, license, patent or otherwise use such information, data, findings, recommendations, proposals, etc.

14. Confidentiality of State Information

A. The Grantee understands and agrees that data, materials, and information disclosed to Grantee may contain confidential and protected data. Therefore, the Grantee promises and assures that data, material, and information gathered, based upon or disclosed to the Grantee for the purpose of this Grant, will not be disclosed to others or discussed with third parties without the prior written consent of the State.

B. The parties further agree that all information including, but not limited to client information, received by Grantee or its subgrantees in administering the terms and provisions of

this Grant shall be received and maintained in a confidential manner commensurate with the conditions set forth in this Grant, 7 U.S.C. § 2020(e)(8) and 42 U.S.C. §669b (Access and Visitation), and the requirements of all other applicable state or federal laws, rules, and regulations.

15. Conflict of Interest

A. As used in this section:

“Immediate family” means the spouse and the unemancipated children of an individual.

“Interested party,” means:

1. The individual executing this Grant;
2. An individual who has an interest of three percent (3%) or more of Grantee, if Grantee is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Department” means the Indiana Department of Administration.

“Commission” means the State Ethics Commission.

- B.** The Department may cancel this Grant without recourse by Grantee if any interested party is an employee of the State of Indiana.
- C.** The Department will not exercise its right of cancellation under section B above if the Grantee gives the Department an opinion by the Commission indicating that the existence of this Grant and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of state employees. The Department may take action, including cancellation of this Grant consistent with an opinion of the Commission obtained under this section.
- D.** Grantee has an affirmative obligation under this Grant to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Grantee knows or reasonably could know.
- E.** Grantee agrees to comply with applicable provisions of the Office of Management and Budget Circulars A-110 and “The Common Rule,” regarding conflicts of interest. Grantee further acknowledges and agrees that no employee, agent, representative, or subcontractor of Grantee who may be in a position to participate in the decision-making process of Grantee or its subcontractors may derive an inappropriate personal or financial interest or benefit from any activity funded through this agreement, either for himself or for those with whom he has family or business ties.

16. Continuity of Services-deleted by agreement of the parties

17. Debarment and Suspension

Grantee certifies, by entering into this Grant Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of

this Grant Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Grantee.

18. Default by State

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any breach of this Grant Agreement, then the Grantee may cancel and terminate this Grant Agreement and collect all monies due up to and including the date of termination.

19. Disputes-deleted by agreement of the parties

20. Drug-Free Workplace Certification

The Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee or an employee of the Grantee has been convicted of a criminal drug violation occurring in the Grantee's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Grant Agreement payments, termination of this Grant Agreement and/or debarment of Grantee opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Grant Agreement amount set forth in this Grant Agreement is in excess of \$25,000.00, Grantee hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all Grant Agreements and grants from the State of Indiana in excess of \$25,000.00. No award of a Grant Agreement shall be made, and no Grant Agreement, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Grantee and made a part of the Grant Agreement or agreement as part of the Grant Agreement documents.

The Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance

programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

21. Eligibility and Appeals

- A. The parties agree that the eligibility of individuals who may be provided services with funding through this agreement shall be determined in accordance with state and federal eligibility criteria and operating procedures.
- B. State and Grantee agree to maintain procedures in accordance with state and federal regulations to promptly address complaints and appeals between the parties, and of applicants for and recipients of services, and both parties agree to cooperate fully with the processing of any complaint or appeal. The specific procedures for dispute resolution are set out more specifically in paragraph 19 entitled "Disputes."

22. Employment Option- deleted by agreement of the parties

23. Environmental Tobacco Smoke

Grantee certifies that it will comply with applicable provisions of the Pro-Children Act of 1994 (20 U.S.C. § 6081 et seq.), which require that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by Grantee and which is used routinely or regularly for the provision of health, day care, education, or library services to children under the age of eighteen (18) years, if the services are funded by federal programs either directly or through states or local governments by federal grant, contract, loan, or loan guarantee. This provision shall not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

24. Federal Participation

Pursuant to Pub. L. 103-333, 108 Stat. 2573, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing the activities funded through this Grant, Grantee shall clearly state: 1) the percentage of the total costs of the program or project which will be financed with federal funds; 2) the dollar amount of federal funds for the project or program; and 3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

25. Fees

Grantee and its subgrantees shall impose no fees upon the recipients of any services provided through this Grant except as explicitly authorized by State.

26. Force Majeure

In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Grant shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

27. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant, this Grant shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

28. Governing Laws

This Grant shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

29. Indemnification

Grantee agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Grantee and/or its subgrantees, if any. The State shall **not** provide such indemnification to the Grantee.

30. Independent Contractor

Both parties hereto, in the performance of this Grant, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subgrantees of the other party.

The Grantee shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Grantee's employees.

31. Insurance

- A. Grantee agrees to provide general liability insurance coverage relative hereto in the minimum amount of \$500,000.00 for bodily injury and property damage. Grantee shall also secure insurance in amounts sufficient to reimburse Grantee for damage to any property purchased with state or federal funds.
- B. If Grantee is a department or division of the State of Indiana, or of a county, municipal, or local government, the foregoing insurance coverages shall not be required; however, Grantee may elect to provide such coverages.
- C. Grantee agrees to provide Workers' Compensation and Unemployment Compensation as required by law.
- D. Grantee must provide State with Certificates of Insurance which illustrate the types of coverage, limits of liability, and expiration dates of Grantee's policies.

32. Licensing Standards

The parties agree that Grantee and its employees and subgrantees shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Grantee pursuant to this Grant. The State shall not be required to reimburse Grantee for any services performed when Grantee or its employees or subgrantees are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, Grantee shall notify State immediately and the State, at its option, may immediately terminate this Agreement.

33. Lobbying activities

- A. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, Grantee hereby assures and certifies, to the best of his or her knowledge and belief, that no federally

appropriated funds have been paid, or will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal Grant, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Grant, and the extension, continuation, renewal, amendment, or modification of any federal Grant, grant, loan, or cooperative Grant.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Grant, Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. Grantee shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts) and that all subrecipients shall certify and disclose accordingly.

D. The foregoing certification is a material representation of fact upon which reliance was or will be placed when entering into this Grant and any transactions with State. Submission of this certification is a prerequisite for making or entering into any transaction as imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

34. Modification

A. The parties agree that due to the uncertain availability of state and/or federally allocated funds, the "TOTAL DOLLAR AMOUNT" on "ATTACHMENT A" of this Grant may be unilaterally decreased by State immediately upon Grantee's receipt of written notice. Notice shall be delivered to Grantee at the address specified on "ATTACHMENT A," by registered or certified mail.

B. Grantee shall notify State within ten (10) days of any termination of services reimbursable pursuant to this Grant. In the event of such termination, State may reduce the funding to Grantee set forth on "ATTACHMENT A" in accordance with the procedures specified in Paragraph C. of this section.

C. State may conduct periodic reviews of the utilization of funds provided by State pursuant to this Grant. After such a review, State may decide to reduce or redistribute the funding available to Grantee. State shall give ten (10) days notice of its decision to reduce or redistribute the funding, which notice shall include a statement of reasons for such reduction or redistribution. Grantee may, within the ten (10) day notice period, present to State written documentation explaining why such a reduction or redistribution should not become final. State retains the right, after a review of such documentation, either to implement or to modify its proposed actions.

E. Notwithstanding any other provision of this Grant, the parties acknowledge that this Grant is subject to modification by mutual agreement of the parties. Such modifications, if any, shall be set forth in writing and shall become a part of this Grant. Such modifications shall also be subject to review upon any subsequent renewal amendment of this Grant; however, nothing in this Grant

shall be construed as a commitment to execute future Grants with Grantee or to extend this Grant in any way.

35. Nondiscrimination

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Grantee and its subgrantees shall not discriminate against any employee or applicant for employment in the performance of this Grant. The Grantee shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Grant. The Grantee's execution of this Grant also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

The Grantee understands that the State is a recipient of federal funds. Pursuant to that understanding, the Grantee and its subgrantee, if any, agree that if the Grantee employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the Grantee will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The Grantee shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of this Grant.

36. Notice to Parties

Whenever any notice, statement or other communication is required under this Grant, it shall be sent to the following addresses, unless otherwise specifically advised.

Notices to the State shall be sent to:

Department of Child Services
Attention: Thelzeda Moore
Child Support Bureau
Mail Stop 11
402 West Washington Street Room W 360
Indianapolis, IN 46204

Notices to the Grantee shall be sent to:

Payments to the Grantee shall be sent to:

37. Order of Precedence

Any inconsistency or ambiguity in this Grant shall be resolved by giving precedence in

the following order: (1) This Grant, (2) attachments prepared by the State, (3) Application For Funds for the Fathers and Families Program, (4) Grantee's response to Application For Funds for the Fathers and Families Program, and (5) attachments prepared by the Grantee.

38. Ownership of Documents and Materials

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Grantee prior to execution of this Grant, but specifically developed under this Grant shall be considered "work for hire" and the Grantee transfers any ownership claim to the State of Indiana and all such materials will be the property of the State of Indiana. Use of these materials, other than related to Grant performance by the Grantee, without the prior written consent of the State, is prohibited. During the performance of this Grant, the Grantee shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the possession of the Grantee. Any loss or damage thereto shall be restored at the Grantee's expense. Full, immediate, and unrestricted access to the work product of the Grantee during the term of this Grant shall be available to the State.

39. Payments

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained for the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

40. Condition of Payment

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of federal, state, or local law.

41. Penalties/Interest/Attorney's Fees

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

42. Political Activity

Grantee certifies that the funding provided by State through this Grant shall not be used to provide voters and prospective voters with transportation to the polls or provide similar assistance in connection with any election or voter registration activity.

43. Program Income and Excess Revenue over Expenses

A. Any program income earned by Grantee from activities conducted with funds obtained through this Grant must be maintained and expended by Grantee in the program from which the funding was derived, in accordance with applicable state and federal program rules, regulations, and policies. Any excess revenue, including interest on grant funds, rebates, credits, discounts, and refunds earned by Grantee on funds provided pursuant to this Grant must also be maintained and expended by Grantee in the program from which the funding was derived, in accordance with applicable state and federal program rules, regulations, and policies. Grantee must maintain and provide to State an accounting of all program income, interest, rebates, credits, discounts, and refunds earned as a result of funds being provided through this Grant.

B. If Grantee does not receive a grant from the Access and Visitation Grant Fund for continuation of the same or similar services in the Federal fiscal year immediately following the termination of this agreement, grantee shall repay to the State any program income determined in accordance with this section. Repayment shall be completed no later than November 30, 2009.

C. If Grantee receives a grant from the Access and Visitation Grant Fund for the same or similar services in the fiscal year immediately following the expiration of this Agreement, grantee may, at its option, elect to retain any program income determined in accordance with this section for application to program expenses and disbursements in the immediately following fiscal year. If grantee elects to retain program income for that purpose, all such program income must be expended for program purposes in the immediately following fiscal year and accounted for as program payment made by the State in that year, for purposes of determining the existence and amount of any program income under any grant agreement applicable to 2008.

44. Progress Reports

The Grantee shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

45. Registration With Secretary of State

The Grantee certifies that if it is a non-domestic entity, it is registered with the Indiana Secretary of State to do business in the State of Indiana.

46. Religious Activities

- A. Grantee agrees that activities conducted with funding obtained through this Grant shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder.
- B. A religious organization that Grants with the State does not, by contracting with State lose the exemption provided under Section 702 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-1(a)) regarding employment practices.
- C. A religious or charitable organization is eligible to be a Grantee on the same basis as any other private organization. The Grantee retains its independence from State and local governments, including the Grantee's control over the definition, development, practice and expression of its charitable or religious beliefs. Except as provided by federal law, State shall not interpret this to require a charitable or religious organization to alter its form of internal governance or remove religious art, icons, scripture or other symbols. Furthermore, if a religious or charitable organization segregates the government funds provided under the Grant, then only the financial assistance provided by these funds will be subject to audit. However, neither selection of a religious or charitable organization that provides social services nor the expenditure of funds under this Grant is an endorsement of the Grantee's charitable or religious character, practices, or expression. The purpose of this Grant is the provision of social services; no State expenditures have as their objective the funding of sectarian worship, instruction, or proselytization.
- D. A religious or charitable organization that provides social services under this Grant shall reasonably apprise all assisted individuals of the following: "Neither State selection of a charitable or faith-based provider of social services nor the expenditure of funds under this Grant is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of social services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your caseworker or notify the Director of your County Office of Family and Children."
- E. Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 42 U.S.C. 604a, sets forth certain additional rights and responsibilities for charitable and faith based providers of social services, certain additional rights of assisted individuals, and certain additional responsibilities of State to these providers and assisted individuals. This Grant is subject to those additional rights and responsibilities.

47 Severability

The invalidity of any section, subsection, clause or provision of this Grant shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Grant.

48. Substantial Performance

This Grant shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

49. Successors and Assignees

The Grantee binds its successors, executors, administrators, and assignees to all covenants of this Grant. Except as above set forth, the Grantee shall not assign, sublet or transfer interest in this Grant without the prior written consent of the State of Indiana.

If Grantee receives written approval from State to enter into any subcontract, Grantee shall adhere to the provisions of applicable federal regulations, Office of Management and Budget Circulars, and state policies regarding procurement.

50. Suspension and Termination

- A. If either party has failed to comply with the terms of this agreement, the other party may, upon written notice to the party in breach, suspend services or payment in whole or in part, or terminate this agreement. The notice of suspension or termination shall state the reasons for the suspension or termination, any corrective action required of the party in breach, and the effective date.
- B. If State determines that any breach of this agreement by Grantee endangers the life, health, or safety of its employees or agents, or applicants for or recipients of services under this agreement, State may terminate this agreement by orally notifying Grantee of the termination, followed by the mailing of written notification thereof within three (3) business days specifying the reasons for the termination. Termination pursuant to this paragraph shall become effective at the time of the oral notification.
- C. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this agreement, the agreement shall be cancelled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- D. Grantee agrees that State may terminate this agreement if Grantee ceases doing business for any reason. State will notify Grantee of the termination, in writing, by registered or

certified mail. The termination shall be effective from the date Grantee ceases doing business.

- E. The parties acknowledge and agree that this agreement may be terminated immediately by either party should the other party attempt to assign, transfer, convey, or encumber this agreement in any way. Any notice of termination pursuant to this paragraph shall be provided in writing to the other party, by registered or certified mail.
- F. Grantee shall provide written notice to State of any change in Grantee's legal name or legal status including, but not limited to, a sale or dissolution of Grantee's business. State reserves the right to terminate this agreement should Grantee's legal status change in any way. Termination pursuant to this paragraph shall be effective from the date of the change in Grantee's legal status.
- G. If this agreement is terminated pursuant to any paragraph in this section, Grantee shall remit to State, within sixty (60) days of such termination, any unexpended funds and such other payments received by Grantee determined to be due State. The action of State in accepting any such amount shall not constitute a waiver of any claim which State may otherwise have arising out of this agreement.
- H. If this agreement is terminated for any reason, State shall only be liable for payment for services properly rendered prior to the effective date of termination. State shall not be liable for any costs incurred or expenditures made by Grantee in reliance upon this agreement subsequent to the effective date of termination.
- I. Upon expiration or termination of this agreement, State may require that all documents including, but not limited to, client files, data, studies, and reports, prepared by Grantee pursuant to this agreement, and all property purchased by Grantee with state or federal funds under this agreement, be delivered to State. State may require the transfer of records or property to its own offices or to a designated successor.
- J. State shall provide a full and detailed accounting of any property or records taken from Grantee and shall make any records available to Grantee as necessary for subsequent audit. State and Grantee may negotiate amounts of reimbursement related to Grantee's expenses for a period of closeout. In no event, however, shall State reimburse Grantee an amount exceeding the "TOTAL DOLLAR AMOUNT" set forth in "ATTACHMENT A" of this agreement.

51. Taxes

The State of Indiana is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Grantee as a result of this Grant.

52. Waiver of Rights

No right conferred on either party under this Grant shall be deemed waived and no breach of this Grant excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right.

53. Work Standards

The Grantee shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Grant, the State may request in writing the replacement of any or all such individuals, and Grantee shall grant such request.

54. Renewal

This agreement may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed agreement may not be longer than the term of the original agreement. Any subsequent renewal to this agreement may include an increase of up to five percent at the sole discretion of the State.

55. Grantee Affirmation

The signatory for Grantee hereby affirms, under penalties of perjury, that Grantee has not altered, modified or changed any section, paragraph or clause of this document, in the form transmitted by State to Grantee for signature, without prior written approval of State.

56. State Boilerplate Affirmation

I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate Grant clauses (as defined in the 2004 IDOA Professional Services Contract Manual) in any way, and that I am not aware of any alterations, modifications or changes to the State's Boilerplate Contract clauses except those made by the Grant drafter which have been identified by name below: #7 Audits, Records, Reports Inspections; #14 Confidentiality of State Information and #16 Continuity of Services, #19 Disputes, #22 Employment Option, # 43 Progress Reports and #48 Successors and Assignees.

Compliance with Telephone Solicitations Act.

As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

Ethics

The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code 4-2-6 et seq., the regulations promulgated thereunder, and Executive, and Executive Order 04-08, dated April 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code 4-2-6-12.”

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Grantee, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Grant other than that which appears upon the face of this Grant.

The rest of this page is intentionally left blank.

SIGNATURE PAGE

IN Witness Whereof, Grantee and the State of Indiana have, through duly authorized representatives, entered into this Grant. The parties having read and understand the foregoing terms of this Grant do by their respective signatures dated below hereby agree to the terms thereof.

Grantee:

(Where Applicable)

By: _____
Printed Name: _____
Title: _____
Date: _____

Attested By: _____

**State of Indiana Agency
Department of Child Services
Child Support Bureau**

By: _____
James W. Payne
Director
Date: _____

Department of Administration

Earl A. Goode
Commissioner
Date: _____

Budget Agency

Charles E. Schalliol
Director

Office of the Attorney General

Stephen Carter
Attorney General

Date: _____

Date: _____

Master Grant Agreement prepared by Deniece Rogers Safewright, **Staff Attorney, FSSA.**